CANCELLATION—OF DEED FOR MISTAKE ON PART OF GRANTOR.—The defendant company bought the land in question at a tax sale. It then discovered that the plaintiff railroad had a claim upon the land, and instituted proceedings to quiet title. The plaintiff company, relying on the advice of the state land commissioner to the effect that it had no title to the land in question, executed a quit claim deed to the defendant company. Then the plaintiff company discovered that it had title to the tract, and brought suit to cancel its deed on the ground of mistake. It was admitted that there was no fraud on the part of the defendant in procuring the quit claim deed, and the court found that the officers of the plaintiff company were not negligent in failing to discover, before the execution of the deed, that the plaintiff had an interest in the land. *Held,* that the deed should be cancelled. *Chicago, St. P., M. & O. Ry. Co.* v. *Washburn Land Co.,* (Wis. 1917), 161 N. W. 358.

There is no part of our law in a more chaotic condition than that dealing with mistake as a ground for relief or defense in equity. It is not strange that this is so, for practically every case raises a different and complex question upon the facts, and hence it is impossible to apply any hard and fast set of principles to all cases. It is well settled that not every mistake which would be sufficient ground for refusal to decree specific performance would authorize a court to rescind and annul a contract. *Moffett, Hodgkins Co.* v. *Rochester,* 178 U. S. 373, 20 Sup. Ct. 957, 44 L. ed. 1108. It is likewise settled law that a unilateral mistake is not ground for reforming a contract. *Hearne* v. *Marine Ins. Co.,* 20 Wall. 488, 490; *Fritz* v. *Fritz,* 94 Minn. 264, 102 N. W. 705. However, in case the relief asked is not reformation but rescission, most of the courts hold that, even if the mistake of fact is on the part of one party only, such relief may be granted. *Wirsching* v. *Grand Lodge,* 67 N. J. Eq. 711, 63 Atl. 1119; *Moffett, Hodgkins & Co.* v. *Rochester,* supra; contra, *Thomson* v. *Dupont Co.,* 100 Minn. 367, 111 N. W. 302; *Chute* v. *Quincy,* 156 Mass. 189, 30 N. E. 550. In both of the latter cases the hardship upon the plaintiff was not as great as in the principal case, in which there was practically an instance of a person deeding away his property without consideration. It is true that a voluntary deed will not be cancelled because of mere hardship to the grantor, *Fretz* v. *Roth,* 70 N. J. Eq. 764, 64 Atl. 152; but in case the hardship is coupled with a bona fide mistake of one of the parties, a court of equity may rightly, as in the principal case, decree cancellation of the deed.

CONSTITUTIONAL LAW—POWER OF CONGRESS TO PUNISH FOR CONTEMPT.—The petitioner, a District Attorney of New York, whose conduct was being investigated by a sub-committee of the House of Representatives of the United States, wrote a letter to the chairman of the sub-committee, which letter was also given to the press, making charges against the sub-committee "in language which was certainly unparliamentary and manifestly ill-tempered and which was well calculated to arouse the indignation not only of the members of the sub-committee but of those of the House generally." Upon the report of a select committee appointed to consider the subject, the petitioner was found guilty of contempt, a formal warrant for arrest was issued